



MOSSEL BAY MUNICIPALITY





DRAFT SHORT TERM INSURANCE POLICY

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1. PREAMBLE

The Accounting Officer has to take all reasonable steps to ensure that the Mossel Bay Municipality has and implements budget related policies for effective financial and risk management.

Asset Management is one function in ensuring effective financial management. Section 63 of the Municipal Finance Management Act, Act 56 of 2003, places the responsibility of asset management on the Accounting Officer.

Section 63 (1) (a) stipulates as follows:

“ASSET AND LIABILITY MANAGEMENT

- 63.** (1) *The accounting officer of a municipality is responsible for the management of—*
- (a) the assets of the municipality, including the safeguarding and the maintenance of those assets; and*
 - (b) the liabilities of the municipality.”*

Other legislative requirements in this regard placed on the Accounting Officer are:

- That all budget related policies must be approved together with the adoption of the annual budget in terms of section 24(2)(c)(v) of the Municipal Finance Management Act, Act 56 of 2003; and
- That all budget related policies must be placed on the official website of the Municipality within 5 days after tabling the documents in Council in terms of section 75(1)(b) and 75(2) of the Municipal Finance Management Act, Act 56 of 2003.

A standard short-term insurance policy document for the municipal environment had been prepared that takes all circumstances related to the municipality into account. There are however aspects in addition to this standard that the Council can decide on as policy, especially to take affordability into account.

For this purpose Mossel Bay Municipality developed this policy.

2. DEFINITIONS

In this policy document the following words will have the meaning assigned to it:

"Accounting Officer" means a person appointed in terms of section 82(l) (a) or (b) of the Municipal Structures Act; and also refers to the municipal manager of a municipality in terms of section 60 of the MFMA;

"Assets" means resources controlled by the Municipality as a result of past events and from which future economic benefits or service potential are expected to flow to the Municipality;

“Asset control committee” means a committee appointed by the Accounting Officer to act as a subcommittee who’s responsibility it is to investigate matters reported in terms of section 32. The subcommittee must comprise of a representative from each of the following departments namely Legal Services, Human Resources and Finance. In addition to these standing committee members, the senior manager within who’s vote the transaction occurs must appoint a representative for his/her department or division to represent the senior manager;

"Budget-related Policy" means a policy of the municipality affecting or affected by the annual budget of the municipality and includes all policies as prescribed in terms of the Municipal Budget and Reporting Regulations as published under GN 393 in GG 32141 dated 17 April 2009;

“Chief Financial Officer” means a person designated in terms of section 80(2) (a) of the MFMA;

“Council” means the municipal council of Mossel Bay Municipality referred to in section 18 of the Municipal Structures Act;

“Councillor” means a member of council;

“Damage” means the loss, destruction or damage of tangible property;

"Delegation" means the power to perform a function duty which is given to an office bearer, councillor or staff members either in terms of section 59 of the MSA or section 79 of the MFMA;

"Executive Mayor" means the councillor elected as the executive mayor of the municipality in terms of section 55 of the Municipal Structures Act;

"Financial year" means a twelve month period commencing on 1st July and ending on 30th June each year;

“General Public” means ordinary persons, or the state of a nation, or community members including legal entities such as businesses;

“Insurance Section” means the section of the municipality designated by the Chief Financial Officer to be administratively in charge of the short term insurance functions;

“Money” means cash, bank and currency notes, cheques, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature;

"Municipal Council" means the council of the municipality referred to in section 18 of the Municipal Structures Act;

“Occurrence” means an accident or a happening or event or a continuous or repeated exposure to conditions, which results in personal injury or property damage, advertising liability, errors and omissions, medical practice or legal defence costs;

“Personal Injury” means:

- a) bodily injury, sickness, disease, disability or shock, including death at any time arising therefrom, mental anguish and mental injury;
- b) false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, wrongful discharge or malicious prosecution;
- c) libel, slander, defamation of character, injuria, humiliation, or invasion of the rights of privacy, unless arising out of advertising activities;
- d) discrimination not committed by or at the direction of the Insured or any executive officer, director or councillor thereof, but only with respect to the liability other than fines and penalties imposed by law; and
- e) assault and battery committed for the purpose of protecting persons and/or property; caused by an occurrence;

"Public liability claims" means the claim instituted by a third party against the municipality. In other words this refers to claims from the general public against the municipality; and

"Senior Manager" means all officials reporting directly to the Accounting Officer as contemplated in section 56 of the MSA.

3. ABBREVIATIONS

AO – Accounting Officer

CFO – Chief Financial Officer

CRC – Current Replacement Cost

MFMA – Municipal Finance Management Act, Act 56 of 2003

MSA – Municipal System Act, Act 32 of 2000

4. **OBJECTIVE**

The objectives of this policy are to:

- 4.1. Set out a legislative framework in order to comply with asset management requirements, especially regarding the safe guarding and risk management thereof;
- 4.2. Ensuring that the general public's rights and obligations when lodging a public liability claim is spelled-out; and
- 4.3. Set out the role and responsibilities of Councillors and officials regarding safeguarding of assets and insurance processes.

In general the object of this policy is to ensure sound and sustainable financial management within Mossel Bay Municipality.

5. **RISK MANAGEMENT**

5.1. **INTRODUCTION**

In asset management risk management relates to the identification, analysis and evaluation of potential losses in order to develop methods to reduce or eliminate them. Risks are identified and then steps are taken to avoid them. Employing risk management principles will not always prevent the Municipality from being sued or from suffering some other loss, but the resulting financial burdens can be reduced.

Although risk identification is an on-going process that changes with each new situation, the major risks identified as part of asset management are normally common to all Municipalities and companies.

When identification of risks are undertaken then assets include both monetary assets and tangible assets. All municipal activities needs to be evaluated in order to be able to complete a comprehensive risk identification process.

Obviously, a great amount of guesswork is involved in risk identification, and some potential losses may be overlooked. However, by making a conscientious effort, the most common losses can be identified and reduced or perhaps totally avoided by proper preventative measures. Some risks may result in such a small monetary value or probability of loss that the municipality will decide to simply absorb the risk. On the other hand some risks may result in a large monetary value or probability of loss and therefore any potential losses which might occur or the potential loss may be so large and difficult to avoid that insurance might be the only recourse.

5.2. IDENTIFIED RISKS

5.2.1. The AO must ensure that an evaluation of all potential events that might adversely affect the finances of a municipality are performed. The potential loss of income and extra expenses that a municipality might incur must be the consideration factor when the risk identification exercise is performed.

5.2.2. Table 1 below provides a list of all the possible risks identified in alphabetical order for the new financial year commencing on the 1st July.

Table1

Risk	Examples
Accidents	Accidents caused by employees with vehicles or plant equipment when performing their duties.
Death	The death of Councillors, their spouses, employees, temporary workers and volunteers of the Municipality when performing official duties on behalf of the Municipality.
Disability	Injury to Councillors, their spouses, employees, temporary workers and volunteers of the Municipality when performing official duties on behalf of the Municipality.
Dishonesty	Loss of/or damage to money arising from dishonesty of a Councillor or employee
Explosion	Loss of/or damage to property due to an explosion caused by incorrect storage of inventory
Fire	Loss of/or damage to property or records due to a fire.
Lightning	Loss of/or damage caused to property, plant and equipment due to lightning
Malicious	Malicious damage caused to property
Power surge	Damage caused to property, plant and equipment of the Municipality due to power surges
Theft	Loss or damage caused to property, plant and equipment due to thefts
<u>Subsidence & Landslip</u>	<u>Loss of/or damage caused to property, plant and equipment due to subsidence and landslip</u>

5.3. RISK CONTROL

5.3.1. The AO must ensure that all identified risks with regard to asset management are reduced by means of preventative measures and what remains that cannot be retained must be transferred to be covered by another party, insurance companies. Insurance, however, should be viewed as a last resort to be used after all attempts to reduce or eliminate the risks have failed.

5.3.2. It is the responsibility of each Senior Manager to ensure that preventative measures are implemented, as far as the resources appropriated to the directorates allows.

5.4. RISK PREVENTATIVE MEASURES

5.4.1. All Senior Managers must ensure that the preventative measures included in Table 2 are implemented as far as possible given the available resources appropriated to their Directorates.

Table 2

Risk	Preventative measures in order to reduce or mitigate the risk
Accidents	Preventative actions to be taken: <ol style="list-style-type: none"> 1. Ensure participation of all departmental Heads regarding Occupational Health & Safety to ensure reporting of all unsafe situations 2. Ensure training of employees in order to use the property, plant & equipment correctly 3. Ensure that disciplinary action is initiated when an incidents was caused as a result of negligence by an employee.
Death/Disability	Preventative actions to be taken: <ol style="list-style-type: none"> 1. Ensure participation of all departmental Heads regarding Occupational Health & Safety to ensure reporting of all unsafe situations 2. Ensure training of employees in order to use the property, plant & equipment correctly to create an accident free environment within the Municipality.
Dishonesty	Preventative actions to be taken: <ol style="list-style-type: none"> 1. Ensure strict enforcement of the code of conduct for councillors and employees 2. Developing of operating procedures in order to strengthen internal control by enforcing regular reconciliations and review thereof, especially in cases of cash involvement. 3. Ensure that training of employees takes place with regards to the operating procedures.
Explosion	Preventative actions to be taken: <ol style="list-style-type: none"> 1. Ensure access control at Municipal property, where feasible 2. Ensure that all Occupational Health & Safety prescriptions are complied with.
Fire	Preventative actions to be taken: <ol style="list-style-type: none"> 1. Ensure participation of all departmental Heads regarding Occupational Health & Safety to ensure reporting of all unsafe situations 2. Ensure that all fire extinguishers are maintained regularly 3. Ensure that a proper functioning fire department is established.

Table 2 continue

Risk	Preventative measures in order to reduce or mitigate the risk
Lightning/Power surge	Preventative actions to be taken: 1. Ensure that all thatch roof buildings have the required lightning protection equipment fitted. 2. Ensure that the public is informed that all end users are liable for their own protection against power surges 3. Ensure that all buildings owned by the Municipality has been fitted with power surge protection devices.
Malicious	Preventative actions to be taken: 1. Ensure access control to Municipal property, where feasible 2. Ensure security protection at Municipal property in the form of alarms, outdoor beams or human/dog guards.
Theft	Preventative actions to be taken: 1. Ensure access control to Municipal property, where feasible 2. Ensure security protection at Municipal property in the form of alarms, outdoor beams or human/dog guards.
<u>Subsidence & Landslip</u>	<u>Preventative actions to be taken:</u> <u>1. Ensure that the public is informed that all end users are liable for their own cover regarding the cost caused by subsidence and landslips</u> <u>2. Ensure that with any new town development application the developer is forced to perform proper and all legal required geological tests.</u>

5.4.2. The relevant Senior Managers must initiate an investigation in order to establish the cause of any damage which occurred within the directorate's functional area.

5.4.3. Once the Senior Manager is of the opinion that negligence might have occurred on the part of an employee of the municipality, then the Senior Manager must complete the incident report, refer the incident to the asset control committee ~~for~~ investigate for negligence on behalf of an employee ion and report ~~back~~ to the Human resources section for action if necessary ~~Accounting Officer~~.

5.5. RISK TRANSFER (INSURANCE PORTFOLIO)

5.5.1. Given the risk assessments identified and the preventative measures mentioned it is acknowledge that not all risks can be eliminated, therefore

Council accepts the fact that insurance remains the ultimate solution to risk management. It must however be viewed as the last resort.

- 5.5.2. Table 3 below provides a list of risks that has to be transferred to another party in the form of insurance. Risks not listed has been retained either due to the cost of control or due to the inability to obtain insurance cover. The latter is listed as special conditions to cover.

Table 3

INSURANCE SECTIONS	POLICY TYPE	COVER	Special conditions to cover
Liability	Public Liability Desalination Plant Liability Employers Liability Motor Fleet Liability Municipal Police Liability	General Spread of Fire <u>Subsidence and Landslips</u> Additional contingencies and cover - Wrongful arrest and defamation - Errors and Omissions - Products liability and defective workmanship - Comprehensive insurance of pedal cycles - Legal Defence Costs - Professional Liability i.r.o. Medical Officials	SPREAD OF FIRE: The Municipality must: a) comply with the conditions of the Forestry act 122 of 1984 and any other Act or regulation relating to the spread of fire to surrounding properties; and b) maintain a 100 metre strip free of all included vegetation, trees or any refuse around any municipal refuse or other dumping area.
Combined	Buildings, including Thatch Private Dwellings, Residential Units, Hostels and Flats (Buildings) Contents of all buildings Plant and Machinery Stock and Materials	All property including private houses, residential units, hostels and flats, outbuildings thereto (constructed of brick, stone, concrete, or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated), satellite dishes, tanks, water pumping equipment, courts, pools, fixed filtration plant, driveways, paving, fixtures and fittings, underground water, gas and sewerage pipes, drains, watercourses, electricity and telephone cables or public supply connections and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls, gates, posts, fences and tarred or paved roads, driveways, paths or parking areas, boreholes (including pumps and motors) owned by or leased by the Municipality, property held by the Insured in trust and / or commission and/or in the custody and / or under their control and / or for which they are responsible.	Following property is excluded: - Dam Walls, Dam Contents, Canals, Viaducts, Reservoirs and Reservoir Contents. - Pavilions, Sport stadiums, Spectator Stands, Outdoor Sports Playing or Recreational Surfaces. - Electricity Transmission and Distribution Lines including their supporting structures (other than on or within 150 metres of electricity sub stations belonging to the Insured or on or within 150 metres of the premises of the Municipality) - Water-piping as well as Stormwater-piping including their supporting structures (other than on or within 150 metres of water treatment or purification works and reservoirs or on or within 150 metres of the premises of the Insured). - Sewerage Piping including their supporting structures (other than on or within 150 metres of sewerage treatment plants or on or within 150 metres of the premises of the Insured). - Roads, Bridges, Tunnels and Manhole Covers.

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INSURANCE SECTIONS	POLICY TYPE	COVER	Special conditions to cover
Business Interruption	Income	Loss following interruption of or interference with the business. The cover must be for the amount by which the Income during the period of damage (First 12 months), fall short of the standard income	
Office Contents	Loss of Documents	Damage caused by Fire, lightning, thunderbolt, subterranean fire, explosion, implosion, spontaneous combustion, fermentation, charring, smoke, storm, wind, water, hail or snow, earthquake, Aircraft and other aerial devices or articles dropped there from, etc.	
Accounts Receivable		Loss resulting from damage by accident or misfortune to the Municipality's books of account, or other business books or records, at the premises or at the residence of any director, partner or employee, or at the premises of any accountant of the Municipality, including transit incidental thereto, in consequence whereof the insured are unable to trace or establish the outstanding debt balances in whole or part due to them.	<p>Duplicate records: The Municipality must maintain duplicates of their books of account or other business books or records containing details of outstanding balances and such duplicates must be stored at different premises from the originals.</p> <p>Protections: The Municipality's books of account or other business books or records containing details of outstanding balances must be kept in a fire resistant safe, cabinet or strong room outside business hours unless they are being worked on or are required for immediate reference.</p>
Business All Risks		Laptops and other portable property and equipment with a value in excess of R 3,000 for which the Municipality are responsible whilst anywhere in the world.	<p>Theft from Vehicles: The Municipality must ensure that the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit</p> <p>Theft by Councillors and Officials: No cover</p>

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INSURANCE SECTIONS	POLICY TYPE	COVER	Special conditions to cover
Theft		Damage to contents, property or any building, as a result of theft accompanied by forcible and violent entry into or exit from such building or any portion thereof or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence against persons lawfully on the premises.	
Glass		Damage to internal and external glass (including mirrors), signwriting and treatment.	
Money		Damage/Loss to money (as defined). It includes money not contained in a locked safe or strong room in the custody of any authorised employee while away from the premises or at the premises outside normal business hours and also any other time from the premises.	There is no cover available under this section if the damage arises from dishonesty of Councillors or Officials or due to error or omission. All money must be kept in a strong room or safe after hours. See Fidelity section for other forms of cover.
Fidelity		Loss of money and/or other property stolen by an employee, direct financial loss sustained as a result of fraud or dishonesty of an employee, which results in dishonest personal financial gain for the employee concerned. The term "dishonest personal financial gain" shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other emoluments.	Losses which occurred more than 24 (twenty four) months prior to discovery is not covered. Internal controls must be of such nature that the loss will be detected asap.

SHORT TERM INSURANCE POLICY - JULY 2017~~6~~

INSURANCE SECTIONS	POLICY TYPE	COVER	Special conditions to cover
Motor	All listed vehicles	<p>DAMAGE to any vehicle in the specification list. Insurance should cover reasonable cost of protection, removal to the nearest repairers and cost of delivery to the permanent address of the insured.</p>	<p>The Insurance shall not cover any injury, DAMAGE or liability resulting from an accident:</p> <ul style="list-style-type: none"> a) while the vehicle is being used with the general knowledge and consent of the Insured for hiring, carriage of passengers for hire or carriage of fare paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed or use for any purpose in connection with the motor trade (except as shown under the description of use) b) occurring outside the Republic of South Africa. c) while any vehicle is being driven by <ul style="list-style-type: none"> (i) where such accident results from his being under the influence of intoxicating liquor or drugs (unless administered by, or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself); ii) any other person with the general consent of the Insured who, to the Insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by, or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) (iii) the Insured while not licensed to drive such vehicle or any other person with the general consent of the Insured who to the Insured's knowledge is not licensed to drive such vehicle provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to the territory in which the vehicle is being driven or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

INSURANCE SECTIONS	POLICY TYPE	COVER	Special conditions to cover
Goods in Transit	All goods consigned by or to the Insured pertaining to the business whether by Road, Rail or Air.	DAMAGE to the whole or part of the property owned by the Municipality for which they are responsible, in the course of transit by air, rail or road or other means incidental thereto and caused by any accident or misfortune not otherwise excluded.	
Group Personal Accident	Councillors; spouses of councillors; voluntary Protection services workers and voluntary workers in general	Bodily injury caused by accidental, violent, external and visible means to any Insured (hereinafter referred to in this section as Insured person) as specified. The Insurers will pay to the Insured, on behalf of the Insured person or his estate, the compensation as agreed in the policy in the event of accidental bodily injury to any Insured person directly and independently of all other causes resulting within 24 calendar months in death or disability or in medical expenses being incurred as specified.	
Stated Benefits	All Employees	Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the Insured. The Insurers will pay to the Insured, on behalf of the Insured person or his estate, the compensation as agreed in the policy in the event of accidental bodily injury to any Insured person directly and independently of all other causes resulting within 24 calendar months in death or disability or in medical expenses being incurred as specified.	
Electronic Equipment	ALL Electronic Equipment	Damage, business interruption or reconstitution of data.	
Machinery Breakdown	All Plant & Machinery	Sudden and unforeseen physical damage to the machinery from any cause not specifically excluded in terms of the insurance policy wording negotiated with the insurer.	

6. SHORT TERM INSURANCE

6.1. APPOINTMENT: INSURANCE BROKER

- 6.1.1. The AO shall call for bids to appoint an insurance broker at least once every three years.
- 6.1.2. The appointment of an insurance broker must be performed via the normal supply chain management processes of the Municipality
- 6.1.3. The insurer broker must as part of the supply chain management processes; as well as annually thereafter with the consideration of the insurable conditions; provide sufficient proof of its:
 - 6.1.3.1. Own Public liability and professional liability insurance cover;
 - 6.1.3.2. Registration with the professional body for insurance brokers; and
 - 6.1.3.3. Registration as a financial advisor.

6.2. REVIEW OF PORTFOLIO

- 6.2.1. The AO with the assistance of the Senior Managers must annually review the insurable conditions at least 60 days prior to the date that the insurance cover is required. Insurance cover coincide with the financial year of the Municipality.
- 6.2.2. The CFO must ensure that the insurance portfolio is updated with the normal adjustments in terms of capital additions and disposals, and values. With the exception of vehicles all property, plant and equipment that is insured is insured at CRC. Vehicles are insured according to the AA book values.
- 6.2.3. Ad hoc cover during the financial year will be arranged on instruction of the AO by the CFO.

7. IMPLEMENTATION & MONITORING

7.1. CLAIMS

7.1.1. General Public Claims

7.1.1.1. Any claim from the general public relating to personal injury or damage within the jurisdictional area of Mossel Bay Municipality or in the course of or in connection with the delivered municipal services for which the member of the public held the municipality liable should be directed and addressed as follow:

a) Physical address
101 Marsh Street
Asset & Insurance Section
Mossel Bay
6500

b) Postal address
Mossel Bay Municipality
Private Bag X29
Mossel Bay
6500

For Attention: Asset & Insurance Section

c) Email address
admin@mosselbay.gov.za

For attention: Asset & Insurance section

7.1.1.2. All claims should be reported within 30 days of incident with measuring date being the date on which the claim was received at one of the addresses mention above.

7.1.1.3. The claim must be in writing whilst delivered by hand, post, email or fax.

7.1.1.4. The claim must at least provide the following details:

7.1.1.4.1. Surname, initials and Identity number;

7.1.1.4.2. Contact details (Address, Telephone or Cell);

7.1.1.4.3. Date and time when Incident occurred;

7.1.1.4.4. Premises or Location where Incident occurred; and

7.1.1.4.5. Description of the Incident.

7.1.1.5. All claims will be referred to the appointed Municipal insurance broker as contemplated in Section 6 of this policy for investigation and final outcome.

7.1.2. Internal Claims

- 7.1.2.1. Any internal claim relating to asset or property damage should be reported within 10 working days of incident.
- 7.1.2.2. All official claim template forms is available on the document system of the Municipality.
- 7.1.2.3. The claim must be lodged via the document system (Collaborator), when assistance is required the department can contact the Asset & Insurance Section.
- 7.1.2.4. All claims will be referred to the appointed Municipal insurance broker as contemplated in Section 6 of this policy for investigation and final outcome.

7.2. MONTHLY REPORTING

- 7.2.1. The Asset and Insurance section will prepare and table to senior management monthly reports; generated from the document system; on the progress of each claim by the 10th working day of the next month.

8. REVIEW OF POLICY

- 8.1. The AO, with the assistance of the CFO and other Senior Managers, are responsible for the implementation of this policy and must take reasonable steps to ensure that the policy is reviewed annually as part of the review of the other budget related policies.


DOCUMENT AND VERSION CONTROL

Version: Revision ~~43~~

Date: March 201~~7~~⁶

Summary: This document describes Short-term Insurance that will be applicable to the Mossel Bay Municipality, with effect from

1 July 201~~7~~⁶

Signature: 
Municipal Manager
(Accounting Officer)

Date: 30/05/2016

Signature: 
Executive Mayor

Date: 30/05/2016